

From: [Jose Cepeda](#)
To: [Leshak, Andrea](#)
Subject: Re: Supplemental Information Request to Brosval Chemicals, Inc. for the PROTECO Site
Date: Thursday, July 16, 2020 3:26:21 PM
Attachments: [ATT00001.txt](#)
[2020 0717 Response to RFI Brosval Chemicals Inc.pdf](#)

Andrea:

Attached please find the response to the May 20, 2020 Supplemental RFI. The other pertaining to the recovery action won't be ready until late next week, sorry.

Regards,

José A. Cepeda-Rodríguez
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On Thu, May 21, 2020 at 5:27 PM Leshak, Andrea <leshak.andrea@epa.gov> wrote:

Jose:

I hope you are well.

Please see the attached supplemental information request to Brosval Chemicals, Inc. regarding the PROTECO Superfund Site. As the letter is dated yesterday and in light of the COVID-19 pandemic, I am happy to work with you on any reasonable extension you may need.

I will also be sending you another request regarding the IWM Site in a separate email.

Please let me know if you have any questions.

Regards,

Andrea

Andrea Leshak

Assistant Regional Counsel

New York Caribbean Superfund Branch

U.S. Environmental Protection Agency, Region 2

290 Broadway, 17th Floor

New York, New York 10007

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ATTACHMENT B

REQUEST FOR INFORMATION

1. In your May 23, 2019 response (#3), you indicated that Compañía Ganadera Del Sur, Inc. ended operations on December 31, 1996. Please explain the manner in which Compañía Ganadera Del Sur, Inc. “ended operations” and provide supporting documentation. Explain whether the company still exists under a different name, was dissolved, or was purchased by another company.

Response: In 1996, an affiliate of Compañía Ganadera del Sur, Inc. (“Ganadera”), Brosval Chemicals, Inc. (“Brosval”), acquired the 42 cuerdas parcel leased to Servicios Carbareon, Inc. an entity that provided services to the petrochemical complex known as CORCO (Commonwealth Oil Refining Company, Inc.). Ganadera still owned other land, it was not dissolved or sold, nor was it merged with any other entity. On April 14, 2014, the Secretary of State of the Commonwealth of Puerto Rico at 12:01 AM, cancelled the corporate charter of the company for not complying with the annual reporting requirements. Its present status is inactive. You can easily confirm the cancellation and status by going to the webpage prcorpfilings.flhst.com and initiate a search by entering the company’s register number 4107 or its full name in the Registry of Corporations and Entities.

2. If Compañía Ganadera Del Sur, Inc. was dissolved, describe the circumstances surrounding its dissolution, including in your answer the following:
 - a. the exact date of dissolution;
 - b. the names and addresses of any and all shareholders at the time of dissolution;
 - c. the value of all assets distributed to each shareholder as a result of the dissolution;
 - d. the final disposition or distribution of all assets, liabilities, and shares of Compañía Ganadera Del Sur, Inc.;
 - e. the identity of all parties to any transactions relating to or arising out of the dissolution; and
 - f. a description of all documents relating to the dissolution.

Response: As previously stated, the company was not dissolved.

3. State whether any business records of Compañía Ganadera Del Sur, Inc. are still in existence. If the answer is yes, produce the following:
 - a. all documents relating to the disposal of any hazardous substances, hazardous wastes, and/or industrial wastes at the Site;

Response: Ganadera did not dispose any type of waste at the Site, nor did it ever consult, participate, or manage in any manner the operation of the landfill by the lessees of the property. Ganadera has no document relating to disposal of hazardous substances, hazardous waste, or industrial waste at the Site.

- b. all documents relating to Compañía Ganadera Del Sur, Inc.'s ownership of the Site property; and

Response: Attached is Deed Number One of September 17, 1981 (Attachment 1) for the Lease Agreement entered between Ganadera and Servicios Carbareon, Inc., which provides a description of a parcel of 342 cuerdas acquired by the company in a purchase and sale transaction registered on Deed #36 of May 5, 1974 (Attachment 2), copy of which is attached. As per the deed, from the 342 cuerdas, owned acquired by Ganadera, a parcel of 33 cuerdas was leased to Carbareon. The boundaries of such land were designated as two parcels with their boundaries in an Exhibit A. The Exhibit A has not been found in our archives to date.

- c. all documents relating to Compañía Ganadera Del Sur, Inc.'s lease of the Site property to Servicios Carbareon, Inc, Protección Técnica Ecológica Corp., and Resources Management, Inc.

Response: The Site where the hazardous units are located was the 33 cuerdas that were mentioned in the paragraph above. I am informed that the hazardous units occupy approximately 7 acres of the land. Please refer to Exhibit 1 of our response to the May 23, 2019 RFI. Resources Management, Inc. optioned land for a new landfill for non-hazardous waste in a separate parcel, an operation that was developed and later sold and transferred to Peñuelas Valley Landfill, a subsidiary of Waste Management, Inc., who in turn transferred the lease to E. C. Waste, the current operator. On November 14, 1985, Servicios Carbareon amended the Certificate of Incorporation changing the name of the company to Protección Técnica Ecológica Corp (Attachment 3). On April 26, 1989, PROTECO merged with Resources Management, Inc. the surviving corporation (Attachment 4).

- 4. Identify any successor corporations or other entities of Compañía Ganadera Del Sur, Inc.

Response: I believe there are no successor corporations.

- 5. Describe any asset purchase agreements, whereby some or all of the assets of Compañía Ganadera Del Sur, Inc. were sold to any other entity, including the date(s), the companies and/or individuals involved, and the terms of such asset purchase agreement(s).

Response: By Deed #23 on July 8, 1991, Ganadera sold 100 cuerdas to EPAC. Please refer to Exhibit 3 of our response to the May 23, 2019 RFI.

- 6. In your May 23, 2019 response (#4), you indicated that the Site property was sold to Brosval Chemicals, Inc. in 1996. According to Exhibit 5 of your May 23, 2019 response, Brosval Chemicals, Inc. acquired property from Compañía Ganadera Del Sur, Inc. pursuant to deed number twenty-nine (29) executed on October 11, 1996 before Notary Rosa Caraballo Rodriguez. Please provide a full and complete copy of deed number 29

and/or any other deed transferring the Site property from Compañía Ganadera Del Sur, Inc. to Brosval Chemicals, Inc.

Response: See Exhibit 3 of our May 23, 2019 response.

7. Exhibit 2 of your May 23, 2019 response is a copy of deed number 40, which provides the following: “*Jorge Lucas Perez Valdivieso Torruella is the owner of a fifty percent (50%) interest in the Property, and Lucas Perez Valdivieso Tonuella together with Yesmin Galib Frau, are the owners of the other fifty percent (50%) interest in the Property pursuant to Deed Number Sixty-Three (63) of Division of Community Property executed in San Juan, Puerto Rico on December twenty-three (23), nineteen hundred eighty-five (1985) before Notary Public Juan Mendez Solis, as rectified by Deed Number Fifty-Six (56) executed in San Juan, Puerto Rico on June six (6), nineteen hundred eighty-six (1986) and by Deed Number Four (4) executed in Ponce, Puerto Rico on January twenty-three (23), nineteen hundred eighty-seven (1987), both executed before Notary Public Juan Mendez Solis. Said deeds are recorded at the Registry on page ninety-seven (97), volume one hundred forty-three (143) of Peñuelas, property number two thousand one hundred ten (2,110), seventeenth inscription.*” Please provide full and complete copies of the aforementioned deed number 63, deed number 56, and deed number 4.

Response: Deed number 40 is related to a separate project for the construction of a non-hazardous waste landfill where two parcels were leased to RMI. The landfill is currently operated by E. C. Waste, Inc. Deeds #63 and #56 are not relevant to the Site. Please refer Exhibit 2 of our May 23, 2019 RFI response.

8. Exhibit 1 of your May 23, 2019 response is a copy of deed number 9, dated July 7, 1999, which provides that Compañía Ganadera Del Sur, Inc. “represents and warrants that it is the sole owner in fee simple” of a 42-cuerdas parcel of land, on which hazardous waste units at PROTECO were closed. Please explain why this deed identifies Compañía Ganadera Del Sur, Inc. as the owner of the 42-cuerdas parcel in 1999 if Brosval Chemicals, Inc. is allegedly to have acquired the property in 1996 and Compañía Ganadera Del Sur, Inc. allegedly ceased operations in 1996.

Response: It is a fact that the property was acquired by Brosval in 1996.

9. Exhibit 1 of your May 23, 2019 response references a lease in favor of PROTECO, which lease was: “*constituted pursuant to Deed Number One (1) executed in Peñuelas, Puerto on September seventeen (17), nineteen hundred eighty-one (1981), before Notary Francis Torres Fernandez and is recorded in the Registry at page number fifty (50) of volume eighty-four (84) of Peñuelas, property number two thousand two hundred two (2,202), ninth (9th) inscription, as amended by Deed Number Ten (10) executed in San Juan, Puerto Rico, on March five (5), nineteen hundred eighty-six (1986), before Notary Blás R. Ferraiolli Martinez, as corrected by Deed Number Sixteen (16) executed in San Juan, Puerto Rico, on November six (6), nineteen hundred eighty-six (1986), before Notary José A. Axtmayer, which deeds are recorded at page number forty-one (41) of*

volume number one hundred twenty-eight (128) of Peñuelas, property number two thousand two hundred two (2,202), tenth (10th) inscription.” Please provide full and complete copies of the aforementioned deed number 1, deed number 10, and deed number 16.

Response: See Attachments 1 and 6, above. No copy of Deed 16 has been found.

10. Exhibit 3 of your May 23, 2019 response references deed number thirty-six (36), granted in Ponce, Puerto Rico on May 5, 1954 before Notary Raul Matos and which transferred property to Compañía Ganadera Del Sur, Inc. Please provide a full and complete copy of deed number 36.

Response: See Attachment 2, above.

11. Exhibit 7 of your May 23, 2019 response references an “Exhibit A” that describes Parcels 1 and 2 under the April 19, 1995 Option Agreement for the Lease of Real Property by and among Compañía Ganadera Del Sur, Inc., Environmental Protection Associates Corp., and Resources Management, Inc. d/b/a PROTECO. Please provide a complete and legible copy of the aforementioned Exhibit A.

Response: The option was not related to the site, but to new project on unrelated parcels. Please refer to RFI #7 above. However, we have not been able to locate Exhibit A for the 1995 Option Agreement. The parcel described in the Agreement has 50 cuerdas, which was an offer from RMI for the new project described in RFI #7 above. The Servicios Carbareon lease was for 33 cuerdas.

12. Exhibit 8 of your May 23, 2019 response references an “Exhibit A” and “Exhibit B” that describe property to be leased under the August 16, 1983 Agreement for Lease of Real Estate between Compañía Ganadera Del Sur, Inc. and Servicios Carbareon, Inc. Please provide complete and legible copies of the aforementioned Exhibit A and Exhibit B.

Response: Exhibits A and B related to the August 16, 1983 Agreement for Lease of Real Estate are not attached to the document and we have not found any copy in our archives.

13. Exhibit 10 of your May 23, 2019 response references an “Exhibit A” and “Exhibit B” that describe the leased property and title exceptions, respectively, under the October 15, 1996 Agreement for Lease of Real Estate by and between Compañía Ganadera Del Sur, Inc., Brosval Chemicals, Inc., Environment Preservation Associates Corp., Corporation Agrícola Peñolana, Inc., and Resources Management, Inc. Please provide complete and legible copies of the aforementioned Exhibit A and Exhibit B.

Response: Once again, this Agreement pertains to land not related to the Site, it is an option to lease an adjacent parcel that is being exercised by Resources Management, Inc d/b/a PROTECO for new development. We have not found Exhibits A and B of the October 15, 1996 Agreement for Lease of Real Estate mentioned above, in our archives.

14. In your May 23, 2019 response (#27), you indicated that documents responsive to EPA's request for Brosval Chemicals, Inc.'s financial statements, shareholder's reports, financial audits, or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years "will be provided at a later date." To date, EPA has not received any financial records relating to Brosval Chemicals, Inc. Please provide Brosval Chemicals, Inc.'s financial statements, shareholder's reports, financial audits, or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years.

Response: Brosval Chemicals, Inc. does not have financial records, it has no debts or income and its only asset is the land acquired from Ganadera in 1996. Copy of the financial report filed with the Commonwealth Department of State.

15. Please provide copies of Compañía Ganadera Del Sur, Inc.'s financial statements, shareholder's reports, financial audits, or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years. If Compañía Ganadera Del Sur, Inc. no longer exists, please provide Compañía Ganadera Del Sur, Inc.'s financial statements, shareholder's reports, financial audits, or other financial reports showing its assets, profits, liabilities, and current financial status for the last five years of the company's existence.

Response: Ganadera is inactive as mentioned in RFI #1, has no financial records, debts, income, or assets.

16. In your May 23, 2019 response (#28), you indicated that you were searching for insurance policies responsive to EPA's request and that you "will provide when found." To date, EPA has not received any insurance policies for Brosval Chemicals, Inc. Please list and provide a copy of all agreements or contracts, including but not limited to insurance policies and indemnification agreements, held or entered into by Brosval Chemicals, Inc. or its parent corporation(s), subsidiary, or subsidiaries that could indemnify it against any liability that it may have under CERCLA for releases or threatened releases of hazardous substances at the Site. In response to this Request, please provide not only those insurance policies and agreements that currently are in effect, but also provide those that were in effect during the period(s) when any hazardous substances, hazardous wastes, and/or industrial wastes may have been released or threatened to be released into the environment at the Site.

Response: Insurance was to be provided by the owner of the landfill operation.

17. Describe the ownership structure of Compañía Ganadera Del Sur, Inc. Identify all individuals who have or had an ownership interest in Compañía Ganadera Del Sur, Inc.

Response: Ganadera was inherited by Lucas and Jorge Pérez Valdivieso from their family. The shares of the corporation were owned by the brothers in equal portions. The Lucas Pérez Valdivieso share was considered community property with his spouse.

18. Describe the nature and extent of any ownership interest that Mr. Jorge Valdivieso has or

had in Compañía Ganadera Del Sur, Inc. Describe when and how such ownership interest was acquired.

Response: Please refer to RFI #17 above.

19. Provide a history (e.g., payment dates, amounts received, etc.) of dividends or disbursements received by Mr. Jorge Valdivieso from Compañía Ganadera Del Sur, Inc. resulting from Mr. Jorge Valdivieso's ownership of capital stock in Compañía Ganadera Del Sur, Inc.

Response: Mr. Valdivieso received no dividends or disbursements from the ownership of Ganadera stocks.

20. Indicate whether Compañía Ganadera Del Sur, Inc. maintained corporate meeting minutes. If the answer is yes, provide Compañía Ganadera Del Sur, Inc.'s corporate meeting minutes.

Response: We do not have corporate meetings minutes of Ganadera.

21. Describe the ownership structure of Brosval Chemicals, Inc. Identify all individuals who have or had an ownership interest in Brosval Chemicals, Inc.

Response: Brosval Chemicals, Inc. is owned by two shareholders, Lucas Pérez Valdivieso and Jorge Valdivieso Torruella, who have been the sole shareholders since incorporation.

22. Describe the nature and extent of any ownership interest that Mr. Jorge Valdivieso has or had in Brosval Chemicals, Inc. Describe when and how such ownership interest was acquired by Mr. Valdivieso.

Response: Brosval was incorporated on April 6, 1990 when Jorge Pérez Valdivieso acquired 50% an ownership of the corporation.

23. Provide a history (e.g., payment dates, amounts received, etc.) of dividends or disbursements received by Mr. Valdivieso from Brosval Chemicals, Inc. resulting from Mr. Valdivieso's ownership of capital stock in Brosval Chemicals, Inc.

Response: Mr. Valdivieso has received no dividends or disbursements resulting from his ownership of Brosval Chemicals, Inc. stocks.

24. Indicate whether Brosval Chemicals, Inc. maintained corporate meeting minutes. If the answer is yes, provide Brosval Chemicals, Inc.'s corporate meeting minutes.

Response: Attached are minutes for a meeting of the Board of Directors on July 28, 2017. Note: The shareholders increased because Mrs. Yesmín Valdivieso Frau passed and the heirs are included as they are entitled to her shares if so desired, as stated in the minutes. Unfortunately, Mr. Lucas Pérez Valdivieso passed, and the heirs will be entitled to Mr. Pérez Valdivieso shares, if so desired.

25. Describe the ownership structure of Corporation Agrícola Peñolana, Inc. Identify all individuals who have or had an ownership interest in Corporación Agrícola Peñolana, Inc.

Response: Corporación Agrícola Peñolana, Inc. ("CAPI"), is an entity dedicated to agricultural activities. The corporation was incorporated on June 17, 1991. Ownership structure is similar to the ones of the other corporations.

26. Describe the nature and extent of any ownership interest that Mr. Valdivieso has or had in Corporación Agrícola Peñolana, Inc. Describe when and how such ownership interest was acquired by Mr. Valdivieso.

Response: Mr. Valdivieso acquired 50% ownership of the corporation stocks when it was incorporated.

27. Provide a history (e.g., payment dates, amounts received, etc.) of dividends or disbursements received by Mr. Valdivieso from Corporación Agrícola Peñolana, Inc. resulting from Mr. Valdivieso's ownership of capital stock in Corporación Agrícola Peñolana, Inc.

Response: Mr. Valdivieso has received no dividends or disbursements resulting from the ownership of the corporation.

28. Indicate whether Corporación Agrícola Peñolana, Inc. maintained corporate meeting minutes. If the answer is yes, provide Corporación Agrícola Peñolana, Inc.'s corporate meeting minutes.

Response: There are no corporate meeting minutes.

29. Please provide all documents, if not already requested above, that support your responses to Requests #1 - #28, above.

Response: I believe the documents available to support the responses are included.

30. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional information or documents that they may have.

Response: The owners of the landfill construction, operation, closure and sale: Jorge Juan Fernández Pabón, President of all corporations from Servicios Carbareon, Inc. to Resources Management, Inc. d/b/a PROTECO; Ivelisse Estrada, shareholder and officer of the corporations previously mentioned.

31. State the name, title, and address of each individual who assisted or was consulted in the preparation of the response to this Supplemental Request for Information. In addition, state

whether this person has personal knowledge of the information in the answers provided.

Response: Ms. Danatayri Morales Vidal, executive assistant to Mr. Valdivieso; José A. Cepeda, Esq., The Hato Rey Center, Suite 906, 268 Ponce de León Avenue, Hato Rey, PR 00918, Telephone- (787) 235-9835 assisted in the organization of the response based on the information obtained from client. Mr. Cepeda performed some initial local permitting work for Servicios Carbareon, Inc. from the late seventies to early eighties.

END OF DOCUMENT

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State/Commonwealth of Puerto Rico

County/Municipality of San Juan

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that I am under a continuing obligation to supplement my response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or my response thereto should become known or available to me.

NAME Jorge Lucas Pérez Valdivieso

TITLE President

SIGNATURE 

Affidavit Number 716 -

Sworn to before me this 17th day of July by Jorge Pérez Valdivieso, of legal age, single, attorney and resident of Ponce Puerto Rico, whom I have identified by driver's license number 143795 issued by the Department of Transportation and Public Works of the Commonwealth of Puerto Rico.

In San Juan, Puerto Rico, this 17th day of July 2020.



Attachment #1

On the same date of---
its execution, I issue
first certified copy--
of this document at---
the request of-----
SERVICIOS CARBAREON,--
INC. I ATTEST.-----

Francis Torres Fernandez
Notary Public

On October 15, 1981, I
issue second certified
copy of this document--
at the request of-----
COMPANIA GANADERA DEL-
SUR, INC. I ATTEST.---

Francis Torres Fernandez
Notary Public

---Comienza mi Protocolo de Instrumentos Públicos---
correspondiente al año mil novecientos ochenta y uno
hoy día diecisiete de septiembre.-----



-----DEED NUMBER ONE-----

-----LEASE AGREEMENT-----

---In the Municipality of Peñuelas, Commonwealth of-
Puerto Rico, this seventeenth day of September-----
nineteen hundred and eighty one (1981).-----

-----BEFORE ME-----

-----FRANCIS TORRES FERNANDEZ-----

Attorney at Law and Notary Public, in and for the--
Commonwealth of Puerto Rico, with residence and----
office in the city of San Juan, Puerto Rico.-----

-----APPEARS-----

---OF THE FIRST PART: COMPANIA GANADERA DEL SUR,---
INC., a duly registered corporation with offices in-
Barrio Tallaboa in the Municipality of Peñuelas,---
Puerto Rico, represented herein by its duly autho---
rized Vice-Presidents, MR. JORGE LUCAS VIDAL PEREZ--
VALDIVIESO, and MR. LUCAS PEREZ-VALDIVIESO-----
TORRUELLA, both of legal age, married, farmers and--
residents of Ponce, Puerto Rico, and hereinafter----
referred to as GANADERA.-----

---OF THE SECOND PART: SERVICIOS CARBAREON, INC.,--
a duly registered corporation with offices in Barrio
Tallaboa in the Municipality of Peñuelas, Puerto----
Rico, represented herein by its duly authorized-----
President, MR. WILLIE LEON PRINE, of legal age,-----
married, property owner and a resident of Dorado,---
Puerto Rico, hereinafter referred to as CARBAREON.--

---I, the Notary attest that I personally know the--
appearing parties, and that in my judgment they----
have the legal capacity necessary to execute this---

B.L.P.
[Signature]
[Signature]



instrument, and in lieu, thereof the parties-----
voluntarily:-----

-----AGREE-----

---FIRST: GANADERA is the owner of the following---
real property:-----

---"RURAL: Plot of land located in the Tallaboa---
Saliente Ward of the Municipality of Peñuelas,-----
Puerto Rico, dedicated to the growth of pasture-----
and grass, with a superficial area of THREE HUNDRED-
FORTY TWO (342) "Cuerdas", equivalent to ONE-----
HUNDRED THIRTY FOUR (134) "Hectáreas", FORTY ONE---
(41) "Areas", NINETY SIX (96) "Centiáreas" and-----
EIGHTY (80) "Miliáreas"; bounding on the NORTH with-
Buena Vista road; on the SOUTH, with property owned-
by Josefa Pirazzi de Méndez; on the EAST with-----
property owned by the Estate of Lucas P. Valdivieso;
and on the WEST with property owned previously by---
Carlos J. Aguayo and Banco Crédito, owned today by--
the Valdivieso family."-----

---The property is registered at page forty (40)---
volume sixty (60) of Peñuelas, "finca" number two---
thousand two (2,002), first inscription.-----

---TITLE AND ENCUMBRANCES: COMPAÑIA GANADERA DEL---
SUR, INC., acquired said property by purchase it---
made to Concepción, María Teresa and Jorge Lucas---
Pérez-Valdivieso, per deed number thirty six (35),--
executed on May 5, nineteen hundred seventy four---
(1974), before Raúl Matos, Notary Public. The-----
property is encumbered by the liens appearing in---
the Property Registry.-----

---SECOND: Of the property described before,-----
GANADERA leases to CARBAREON, a plot of land of----
thirty three (33) "Cuerdas" described as "Parcelas--
A and B", with its boundaries, in the copy of the---
plan which is attached to this deed and made a part-
hereof as Exhibit "A".-----

---THIRD: The appearing parties hereby covenant---
the lease of said plot of land, described in-----
Exhibit "A" under the following:-----

B. J. P.
J
M



-----TERMS AND CONDITIONS-----

---A. The term of this contract is for six (6)----
years, starting on June first, nineteen hundred----
eighty one (1981), and ending on May thirty first---
(31), nineteen hundred eighty seven (1987).-----

CARBAREON shall have the option to extend this-----
lease for four (4) successive periods of six (6)----
years each for a total of thirty (30) years;-----
pursuant to the terms and conditions described-----
herein. If CARBAREON wishes to terminate the lease-
upon expiration of the term, it will notify in-----
writing ninety (90) days prior to the expiration of-
the term of this contract, to GANADERA of its-----
intention not to renew the same.-----

---B. CARBAREON will use the land leased hereby----
as a waste management site and any related-----
activity, pursuant to the Laws and Regulations of---
the United States of America and the Commonwealth---
of Puerto Rico, their agencies and/or municipal----
ities.-----

---C. CARBAREON shall have the right, at its own---
expense, to make any alterations or to build or-----
make any improvement on/or to the demised premises,-
as are necessary and proper to adapt or maintain---
the demised premises for the conduct of CARBAREON's-
business, at any time during the lease term. Any---
permanent alteration or improvement shall be-----
priorly approved in writing by GANADERA. Such-----
approval shall not be unreasonable withheld. It is-
hereby covenant and agreed that those alterations---
or improvements that cannot be removed at the-----
termination of this lease or of any of its-----
extensions shall be left for the benefit of-----
GANADERA, except as provided hereinafter for-----

B.L.P.
J
[Signature]



the eventuality of condemnation for public use.-----
---D. Electric energy, water, telephone, gas or----
any other public or private utility expenses for----
the installation on/or to service the demised-----
premises shall be paid by CARBAREON.-----
---E. CARBAREON hereby covenants and agrees to use--
the described plot of land without causing delibe---
rate and/or intentional damage to the bounding-----
plots of land.-----
---F. The parties expressly agree and covenant-----
that GANADERA will not be responsible for any-----
damage caused to any person, while said person is---
on the demised premises or its bounding properties,-
as a direct or indirect consequence of the opera----
tions of CARBAREON of the waste site. CARBAREON----
expressly assumes all the risks and consequences----
in such situation, expressly releasing GANADERA of--
said responsibility. CARBAREON further on covenants
and agrees that in such eventuality it will satisfy-
in its entirety any damage caused to said persons or
their property, as a consequence of its operation---
of the waste site, be the same adjudicated by-----
judgment or agreed upon by a private settlement-----
contract. In the eventuality that GANADERA would---
be obliged to satisfy any amount of money to-----
compensate said persons, it is hereby agreed that---
GANADERA will have a cause of action against-----
CARBAREON to recover what GANADERA may have paid---
plus costs and attorneys fees. GANADERA will in no-
way be obliged to satisfy CARBAREON for any damages-
caused to its property or suffered by any person---
within the demised premises or on the bounding-----
properties as a consequence of the operation of the-
waste site. It is further on agreed that CARBAREON-

B. L. P.
J
M



will obtain the necessary and proper insurance-----
policy to cover the risks before expressed. To said
effects CARBAREON will notify GANADERA with a-----
certified copy of said policy whereby GANADERA, its-
stockholders, directors or officers will be insured.
---G. The enactment of any new statutes, laws or---
regulations, or the interpretation of any existing--
statutes, laws or regulations, either federal,-----
Commonwealth or municipal, that result in a material
interference with the peaceful or profitable-----
occupation of the demised premises or any portion---
thereof by CARBAREON for the business purposes that-
are specified herein, in the opinion of lessee, shall
entitle lessee to wholly terminate this lease by---
giving ninety (90) days notice to GANADERA of the---
intention to do so.-----
---H. In the eventuality that the waste site-----
operated by CARBAREON in the demised premises is----
closed or condemned for any reason, or upon the----
termination of this contract, CARBAREON agrees and--
covenants to comply with the obligations and duties-
required by the laws and regulations, federal,-----
Commonwealth or municipal to waste site operators.--
---I. The demised premises shall not be sublet-----
for any purpose without the prior written consent---
of GANADERA or his agents. It is agreed that said--
consent will not be unreasonable withheld.-----
---J. If the demised premises or any part thereof--
or the whole or any part of the improvement situated
on the demised premises, shall be taken by any-----
lawful authority under the power of eminent domain,-
or shall during the continuance of this lease be---
destroyed by the action of public authorities, then-
this lease shall thereupon terminate at the option--

B. L. P.
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of CARBAREON, and CARBAREON shall be liable for rent only up to the date of such termination. In the--- event of the partial or complete taking of the----- demised premises by condemnation as aforesaid,----- CARBAREON shall be entitled to participate in any-- and all awards for such taking to the extent that-- any such award includes:-----

-----i. The loss, if any, sustained by lessee as-- a result of the termination of this lease, and-----

-----ii. The value of the fixture and/or improve-- ments installed or made by CARBAREON contained in-- the demised premises at the time of such taking.---

---K. In the event GANADERA shall receive a----- bonafide offer to purchase the demised premises---- during the term of this lease, and the offer of---- purchase shall be satisfactory to GANADERA, lessor-- shall give lessee the privilege of purchasing the-- premises at the price and on the terms of the offer is made. This privilege shall be given by a notice sent to lessee at its principal office by----- registered mail, requiring CARBAREON to accept the-- offer in writing and to sign a suitable contract to purchase the premises within the period of ninety-- (90) days after the mailing of the notice.-----

---The failure of CARBAREON to accept the offer to-- purchase or sign a contract within the period----- provided shall nullify and void the privilege to--- CARBAREON, and GANADERA shall be at liberty to sell the premises to any other person, firm or----- corporation. Any subsequent sale, except to lessee, shall be subject to this lease and any renewals or-- extensions hereof.-----

---L. CARBAREON shall fence the area of the----- demised premises dedicated to the disposal of waste

B. L. P.
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with no less than four (4) lines of barbed wire-----
(cuatro pelos de alambres) and shall maintain in----
good conditions said fence. CARBAREON will also----
limit the access of said area by means of gates-----
and/or signs for said purpose.-----

---M. GANADERA, its agents, and other employees,---
shall have access to, enter and inspect the leased--
premises for any purpose connected with the repair,-
improvement, care and management of the premises----
or for any other purpose reasonably connected with--
lessor's interest in the premises, provided that---
prior notification is given to CARBAREON. CARBAREON
shall not be held liable for any damages incurred---
by any of GANADERA'S agents or employees during the-
course of an inspection of the demised premises not-
previously authorized by CARBAREON.-----

---N. CARBAREON shall not permit the entrance to---
the demised premises of any unauthorized person,----
nor the construction of any building by said per----
sons on said premises and further on, CARBAREON-----
shall give notice to GANADERA of any such occurrence
and of the action taken by CARBAREON to protect the-
premises. CARBAREON covenants and agrees to procure
the elimination or destruction of any such illegal--
construction and the eviction of the intruders.-----

---O. CARBAREON shall obtain the necessary permits-
and authorizations from all governmental author-----
ities for the operation of the waste site. Also,---
lessee shall obtain and maintain sufficient-----
insurance to protect both lessor and lessee from all
claims for personal injury, including death, which--
may arise from operations under this lease.-----
CARBAREON shall file certificates of this insurance-
with GANADERA.-----

---P. If CARBAREON shall default in the-----

B.L.P.
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performance of any terms and conditions of this-----
lease and the default shall continue for thirty-----
(30) days after written notice thereof to-----
CARBAREON, then GANADERA shall have the option to---
declare the lease term ended, and to recover-----
possession of the demised premises or any part-----
thereof and to legally proceed in any manner it may-
consider convenient.-----
---Q. If one of the clauses, terms or conditions,--
of this contract is declared null or void by-----
competent authority the lease shall be deemed-----
terminated for the parties agree and covenant that--
they entered on this contract considering the-----
inseparability of all the terms and conditions.-----
---R. GANADERA shall provide, the present access---
road to the demised premises. Said road is-----
identified and delimited in the plan attached to----
this contract as Exhibit "A". The cost of main-----
taining said access road shall be borne by-----
CARBAREON, as long as it and GANADERA are the-----
exclusive users. The parties agree that said road--
is not to be deemed part of the demised premises,---
nor for the exclusive use of CARBAREON.-----
---S. CARBAREON shall pay GANADERA for the use and-
occupancy of the demised premises ONE THOUSAND-----
FIVE HUNDRED DOLLARS (\$1,500.00) per month. In----
addition, to rent hereinabove agreed to be paid by--
CARBAREON, lessee shall pay to GANADERA and addition-
al rental in an amount equal to ONE HUNDRED AND-----
FIFTY DOLLARS (\$150.00), for each additional-----
vehicle in excess of ten (10) per month, that-----
enters the waste site for the purpose of disposing--
waste in the demised premises. In the event that---
the waste to be deposited and disposed of in the----



demised premises could be delivered or transported--
by any means other than by vehicles, the parties----
prior to such deliveries, shall meet and agree the--
corresponding additional rental fees to be paid by--
CARBAREON to GANADERA.-----

---T. The parties mutually agree that in the event--
that CARBAREON can not operate its waste management--
facility due to an order, resolution or decision----
issued by a pertinent governmental body or agency, or
by a Court of competent jurisdiction, a monthly----
rental fee equal to One Third (1/3) of the basic----
monthly rental fee shall be established in substi---
tution of the sums provided in paragraph S of this-
agreement. Such rental fee shall remain effective--
up to a maximum of one year or until the facility--
is permitted to operate, whichever happens first.---
If the one year period lapses and still CARBAREON---
can not operate its facility, the parties shall meet
and agree the rental fees corresponding to a succes-
sive period of their selection.-----

---U. If CARBAREON wishes to opt for cancellation--
of the term of this lease for any of the period----
described in paragraph A of this contract, written--
notice shall be furnished to GANADERA ninety (90)---
days prior to the expiration of the term of this----
lease of its desire to opt for cancellation, other--
wise the option shall be deemed exercised.-----

-----Within ninety (90) days prior to the expira----
tion of the term of this lease agreement, and of any
successive six (6) year period, the parties to this-
agreement shall meet to discuss and determine the---
rent for the extended term. The statistics publish-
ed by the Labor and Human Resources Department of---
the Commonwealth of Puerto Rico and the Planning---

B. A. P.
[Signature]



Board of Puerto Rico regarding the cost of living---
and inflaction, shall guide parties in the establish-
ment of the rent for each successive period of six---
(6) years. In no event shall the rent payment be---
below that established for the previous rental period.

---V. The parties agree that in the event of-----
disputes or controversies arising out of or in-----
connection with this lease agreement, such disputes--
or controversies shall be submitted to arbitration.--
Each party shall select its own arbitrator and-----
shall bear its own arbitration costs and expenses.---
If the two arbitrators could not reach a definite----
and total decision concerning such disputes or-----
controversies within fifteen (15) days of their-----
selection then the two arbitrators shall select a----
third, whose award shall be conclusive and binding---
on both parties. The third arbitrator shall-----
reach a definite and total decision within fifteen---
(15) days of his selection as arbitrator. The costs-
and expenses of the third arbitrator shall be-----
borne equally by both parties.-----

-----The decision of the arbitrators shall be-----
final and conclusive on the parties unless-----
determined by a Court of competent jurisdiction to---
have been fraudulent, capricious, arbitrary, or so---
grossly erroneous as necessarily to imply bad-----
faith.-----

-----Pending final decision of a dispute hereunder,--
parties shall proceed diligently with their-----
responsibilities and obligations in accordance-----
with the provisions of this lease agreement.-----

-----ACCEPTANCE-----
---The parties hereto hereby accept this-----
instrument as drafted.-----

B.H.P.
[Signature]



---Such is the deed that the parties hereto hereby--
execute and for whose terms they mutually bind-----
themselves to stand for at all times under the-----
legal responsibilities arising therefrom according--
to law.-----
---I, the Notary, made to them the pertinent legal--
warnings. The said parties execute this document---
before me, the Notary, after waiving the right-----
which I told them they have, to require the presence
of witnesses for this execution.-----
---I, the Notary, do hereby certify that this-----
document was read by the appearing parties and that--
all of them signed the same, having the parties-----
also written their initials on the left margin of---
each page of this document; all and everything-----
before me, the Notary and in my presence, and-----
about all of which as well as about all other-----
matters contained in this deed, I the Notary, DO----
HEREBY ATTEST.-----

Willie Leon Prince
Jose Luis Vilela
B. P. Prince



Francis Torres Fernandez



Attachment #2

Raúl Matos

ABOGADO Y NOTARIO

Núm. treinta y seis.

OK
9

ESCRITURA

DE

SEGREGACION Y COMPRAVENTA

OTORGADA

por doña Concepción, conocida por Conchita, Pérez Valdivieso
y Alvarado y su esposo, don Jorge M. Vidal; don Jorge-
Lucas Pérez Valdivieso y Alvarado y su espo-
sa, doña Ada Rita Torruella Fornaris, y don
Luis Haim Alfau.

en 5 de mayo de 1954

★★★★★

Ponce, Puerto Rico



RAUL MATOS

ABOGADO-NOTARIO

PONCE, P. R.

-----NUMERO TREINTA Y SEIS:-----

-----SEGREGACION Y COMPRAVENTA:-----

En la ciudad de PONCE, Isla de Puerto Rico, a los cinco días de mayo de mil novecientos cincuenta y cuatro.-----

-----ANTE MI:-----

-----RAUL MATOS, Abogado y Notario Público en esta Isla, con residencia, vecindad y estudio abierto en dicha ciudad,-----

-----COMPARECEN:-----

DE LA PRIMERA PARTE: DOÑA CONCEPCION, conocida por CONCHITA, PEREZ VALDIVIESO Y ALVARADO y su esposo, DON JORGE M. VIDAL, mayores de edad, propietarios y vecinos de Ponce, Puerto Rico,-----
y -----

DON JORGE LUCAS PEREZ VALDIVIESO Y ALVARADO y su esposa, DOÑA ADA RITA TORBUILLA FORNARIS,-----
mayores de edad, propietarios y vecinos de -----
Ponce, Puerto Rico, quienes verifican esta comparecencia por su propio derecho y el primero, además, como apoderado de DOÑA MARIA-TERESA PEREZ VALDIVIESO Y ALVARADO y su esposo, DON FERNANDO HECTOR USERA Y SANTIAGO, mayores de -----
edad, propietarios y vecinos de Ponce, Puerto Rico, debidamente facultado para este acto, lo cual acreditará donde y cuando fuere menester,-----
y -----

DE LA SEGUNDA PARTE: DON LUIS HAIM ALFAU, ma-

RAUL MATOS

por de edad, casado con doña Rosario Requena, propietario y vecino de Ponce, Puerto Rico, quien concurre en este otorgamiento en representación de la corporación "COMPANIA GANADERA DEL SUR, INC.", una corporación doméstica organizada bajo las Leyes de Puerto Rico, debidamente inscrita en la Secretaría de Estado, con domicilio y oficina principal de negocios en Peñuelas, Puerto Rico, debidamente facultado para este acto, lo cual acreditaré donde y cuando fuere menester.

DOY FE del conocimiento personal de los comparecientes; asimismo la doy de su edad, estado civil, profesión y vecindad, con arreglo a sus manifestaciones. Me asegura hallarse en el pleno goce y ejercicio de sus derechos civiles, y teniendo a mi juicio la capacidad legal necesaria para este otorgamiento, libremente exponen:

PRIMERO: Que DOÑA CONCEPCION, conocida por CONCHITA, DON JORGE LUCAS y DOÑA MARIA-TERESA PEREZ VALDIVIESO Y ALVARADO son dueños del siguiente inmueble:

GRUPO NUMERO TRES:

A)- C A N A S: RUSTICA: PREDIO DE TERRENO situado en los Barrios TALLABOA PONIENTE, TALLABOA SALIENTE, CUEVAS y TALLABOA ALTA, de la jurisdicción del pueblo de Peñuelas, Puerto Rico, dedicado al cultivo de caña de azúcar, con un área de CUATROCIENTAS SESENTA CUERDAS CON SEIS MIL OCHOCIENTOS NOVENTA Y CINCO DIEZ MILESIMAS (460.6895 cuerdas), equivalentes a CIENTO OCHENTA Y UNA HECTAREAS, SEIS AREAS, NOVENTA Y UNA CENTIAREAS, NOVENTA Y NUEVE MILLAREAS, en colindancias por el NORTE con el Río Tallaboa Alta y Tallaboa; ESTE, Juan Ponce y Sucesión Lucas P. Valdivieso; OESTE, Río Tallaboa y Sucesión Lucas P. Valdivieso; SUR, Sucesión Lucas P. Valdivieso.

RAUL MATOS

---B)- P A S T O S: RUSTICA: PREDIO DE TERRE NO ubicado en el Barrio TALLABOA SALIENTE jurisdicción del pueblo de Peñuelas, Puerto Rico, dedicado a pastos y malezas, con un área superficial de MIL TRESCIENTAS CATORCE CUERDAS CON DIECISIETE CENTIMOS (1314.17 cuerdas), equivalentes a QUINIENTAS DIECISEIS HECTAREAS, CINCUENTA Y DOS AREAS, OCHO CENTIAREAS, DOS MILLIAREAS, en colindancias por el NORTE, Sucesión Miguel Porcell y Carlos J. Aguayo, antes Luis Díaz; ESTE, Carlos Aguayo, antes Luis Díaz, compañía industrial de Josefina Pirazzi y Sucesión Ritz, antes señor Lucio, digo, Lucio; SUR, Compañía Industrial propiedad de Josefina Pirazzi y la Sucesión Manuel Domenech; ESTE, Sucesión Lucas P. Valdivieso.

---C)- P A S T O S: RUSTICA: PREDIO DE TERRE NO con una cabida superficial de CINCO CUERDAS CON OCHO MIL CUATROCIENTAS VEINTIUNA DIEZ MILESIMAS (5.8421 cuerdas), equivalentes a DOS HECTAREAS, VEINTINUEVE AREAS, SESENTA Y UNA CENTIAREAS, SETENTA Y SEIS MILLIAREAS, ubicado en el Barrio TALLABOA-PONIENTE, jurisdicción del pueblo de Peñuelas, Puerto Rico, dedicado a pastos y malezas, en colindancias por el NORTE, Sucesión Lucas P. Valdivieso; ESTE, Sucesión Lucas P. Valdivieso; SUR, Sucesión Lucas P. Valdivieso y OESTE, Sucesión Lucas P. Valdivieso.

---D)- P A S T O S: (PIEZA EVANGEL) RUSTICA: PREDIO DE TERRENO ubicado en el Barrio CUEVAS, jurisdicción del pueblo de Peñuelas, Puerto Rico, con un área de VEINTIUNA CUERDAS CON SIETE MIL CINCUENTA DIEZ MILESIMAS (21.7050 cuerdas), equivalentes a OCHO HECTAREAS, CINCUENTA Y TRES AREAS, NUEVE CENTIAREAS, VEINTICUATRO MILLIAREAS, dedicada a pastos y malezas, colindando por el NORTE, Sucesión Díaz; ESTE, Sucesión Díaz, Nemesio Arroyo y Etanislao Santos; SUR, Sucesión Lucas P. Valdivieso y Pedro Menéndez, y OESTE, carretera Peñuelas a Guayantilla.

---E)- P A S T O S: (PIEZA MOLINO) RUSTICA: PREDIO DE TERRENO radicado en el Barrio CUEVAS, jurisdicción del pueblo de Peñuelas, Puerto Rico, dedicado a pastos y malezas, con un área de SEIS CUERDAS CON DOS MIL CUATROCIENTOS TREINTA Y SEIS DIEZ MILESIMAS (6.2436 cuerdas), equivalentes a DOS HECTAREAS, CUARENTA Y CINCO AREAS, TREINTA Y NUEVE CENTIAREAS, OCHENTA Y DOS MILLIAREAS, en colindancias por el NORTE, Sucesión Lucas P. Valdivieso; ESTE, Rfo Tallaboa; SUR, Sucesión Lucas P. Valdivieso, y OESTE, Sucesión Lucas P. Valdivieso.

---F)- P A S T O S: (PIEZA MUÑIZ SEGUNDO) RUSTICA: PORCIÓN DE TERRENO ubicada en el Barrio CUEVAS, jurisdicción del pueblo de Peñuelas, Puerto Rico, con un área de TREINTA Y OCHO CUERDAS CON NUEVE MIL CIENTO SESENTA Y NUE

RAUL MATOS

VE DIEZ MILESIMAS (38.9169 cuerdas), equivalentes a QUINCE HECTAREAS, VEINTINUEVE AREAS, CINCUENTA Y OCHO CENTIAREAS Y OCHENTA Y UNA MILIAREAS, dedicado a pastos y malezas, colindando al NORTE, carretera Peñuelas a Ponce; ESTE, José Santos y Etanislao Santos; SUR, Pedro Santiago, Etanislao Santos y Confesor Morales; OESTE, Sucesión Lucas P. Valdivieso.

---G)--- P A S T O S: RUSTICA: PORCION DE TERRE NO radicada en el Barrio TALLABOA SALIENTE, con puesto de CIENTO SIETE CUERDAS CON SEIS MIL CUARENTA Y TRES DIEZ MILESIMAS (107.6043 cuerdas), equivalentes a CUARENTA Y DOS HECTAREAS, VEINTINUEVE AREAS, VEINTISIETE CENTIAREAS, CUARENTA Y SIETE MILIAREAS, dedicado a pastos y malezas con las siguientes colindancias: NORTE, Sucesión Nemasio Arroyo, Viuda Porcell, antes Sucesión Miguel Díaz, Nicomedes Arroyo y Luis Santos; ESTE, Sucesión Porcell, Sucesión Luis, antes Pedro Lucioni; SUR, Sucesión Porcell, Carlos Aguayo, antes Francisco Quirindongo; OESTE, Sucesión Lucas P. Valdivieso.

---INSCRITO al folio 160 del tomo 55 de Peñuelas, finca número 2110, inscripción primera.

---TITULO Y CARGAS: ADQUIRIERON el inmueble descrito en la siguiente forma: DOÑA MARIA TERESA PEREZ VALDIVIESO Y ALVARADO a título de herencia testada de su señor padre, don Lucas Pérez Valdivieso y Terruella, según resulta de la escritura pública número CIENTO VEINTICINCO, de diecinueve de diciembre de mil novecientos cuarenta y nueve, otorgada ante el fedatario, en Ponce, Puerto Rico, y DOÑA CONCEPCION, conocida por CONCHITA, y don JORGE LUCAS PEREZ VALDIVIESO Y ALVARADO, a título de PERMUTA, según consta de la escritura pública número CINCUENTA Y SEIS, de tres de junio de mil novecientos cincuenta y tres, otorgada ante el fedatario, en Ponce, Puerto Rico. Sobre el inmueble descrito gravitan, como únicas cargas, las que aparecen explícitamente del Registro.

---SEGUNDO: Y habiendo convenido las partes comparecientes, en sus respectivos derechos y re-

RAUL MATOS

presentaciones, en una operación de SEGREGA-
CION Y COMPRAVENTA lo llevan a efecto, con su-
jeción a las siguientes cláusulas:-----

-----PRIMERA:-----

-----SEGREGACION:-----

DOÑA CONCEPCION, conocida por CONCHITA, y DON -
JORGE LUCAS PEREZ VALDIVIESO Y ALVARADO, con el
expreso consentimiento de sus respectivos legít-
timos consortes comparecientes, DON JORGE M. VI
DAL y DOÑA ADA RITA TORRUELLA FORNARIS, por sí
y el segundo, además, como apoderado de DOÑA MA
RIA TERESA PEREZ VALDIVIESO Y ALVARADO y su es-
poso, DON FERNANDO HECTOR USERA Y SANTIAGO, SE-
GREGAN del inmueble descrito en el hecho PRIME-
RO de esta escritura, de su parcela "B", para -
que en el Registro se inscriba como una sola y
nueva finca, la siguiente porción:-----

-----RUSTICA: PREDIO DE TERRENO ubicado en el
Barrio TALLABOA SALIENTE, jurisdicción del pue-
blo de Peñuelas y dedicado a pastos y malezas, -
con un área superficial de TRESCIENTAS CUARENTA
Y DOS CUERDAS, equivalentes a CIENTO TREINTA Y
CUATRO HECTÁREAS, CUARENTA Y UNA ÁREAS, NOVENTA
Y SEIS CENTIÁREAS Y OCHENTA MILIÁREAS, en colin-
dancias por el NORTE, con el camino Buena Vis-
ta; por el SUR, Josefa Pirazzi de Méndez; por -
el ESTE, terrenos de la Sucesión Lucas P. Val-
divieso, y por el OESTE, Carlos J. Aguayo, an-
tes, hoy Banco Crédito a Ahorro Ponceño.-----

-----SEGUNDA:-----

-----RESTO DE LA FINCA PRINCIPAL:-----

El resto de la finca principal, después de dedu-
cida la segregación precedente, se describe ---
exactamente igual a la descripción original que
aparece del hecho PRIMERO de la presente escri-
tura, exceptuando la parcela "B", que es, preci-
samente, el resto que se describe así:-----

-----B)- P A S T O S: RUSTICA: PREDIO DE TE-----

RAUL MATOS

1314.17
34.00
97.17

BRENO ubicado en el Barrio TALLABOA-SALIENTE, -
jurisdicción del pueblo de Peñuelas, Puerto Ri-
co, dedicado a pastos y malezas, con un área -
superficial de NOVECIENTAS SETENTA Y DOS-CUER-
DAS DIECISIETE CENTIMOS (972.17 cuerdas), equi-
valentes a TRESCIENTAS OCHENTA Y DOS HECTAREAS,
DIEZ AREAS, DIECISEIS CENTIAREAS Y NOVENTA Y -
SIETE MILIAREAS, en colindancias por el NORTE
con Sucesión Miguel Porcell, antes, hoy Luis -
Rodríguez Porcell y Carlos J. Aguayo; por el -
SUR- el camino de Buena Vista; por el ESTE -
la parcela segregada y Carlos J. Aguayo, antes,
hoy Banco Crédito & Ahorro Ponceño, y por el -
OESTE, Sucesión Lucas P. Valdivieso.-----

-----TERCERA:-----

-----COMPRA-VENTA:-----

DOÑA CONCEPCION, conocida por CONCHITA, y DON
JORGE LUCAS PEREZ VALDIVIESO Y ALVARADO, con -
el expreso consentimiento de sus legítimos con-
sortes comparecientes, DON JORGE M. VIDAL y --
DOÑA ADA RITA TORRELLA FORNARIS, por sí y el
segundo, además, como apoderado de DOÑA MARIA-
TERESA PEREZ VALDIVIESO Y ALVARADO y su esposo,
DON FERNANDO HECTOR USERA Y SANTIAGO, venden, -
ceden, renuncian y traspasan a favor de la cor-
poración "COMPANIA GANADERA DEL SUR, INC.", re-
presentada en este acto por DON LUIS HAIM AL-
FAU, la parcela segregada, descrita en la oláu-
sula PRIMERA de esta escritura, transmitiéndole
el pleno dominio de la misma para que la com-
pradora la posea, goce y disfrute como su úni-
ca y legítima dueña, sin limitación alguna.---
---Se efectúa esta venta por el convenido pre-
cio de TREINTA Y CINCO MIL SETECIENTOS CUAREN-
TA Y NUEVE DOLARES (\$35,749.00) que los vende-
dores declaran y confiesan haber recibido an-
tes de este acto, de manos de DON LUIS HAIM AL
FAU, en representación de la compradora, en bi-
lletes americanos de curso legal de Estados --

RAUL MATOS

Unidos de Norte América, por la cual suma los primeros otorgan a favor de la última recibo y resguardo en forma y CARTA DE PAGO TOTAL.-----

-----CUARTA:-----

La parcela segregada la componen los siguientes pastos-cercados: "PASTO TARTABU" de CUARENTA Y SEIS CUERDAS CINCUENTA Y CINCO CENTIMOS con un valor de TRES MIL CUATROCIENTOS NOVENTA Y UN DOLARES VEINTICINCO CENTAVOS (\$3,491.25); "PASTO HIGUEROS" de VEINTICINCO CUERDAS TREINTA CENTIMOS con un valor de DOS MIL QUINIENTOS TREINTA DOLARES (\$2,530.00); "PASTO VILLOCH" de OCHENTA Y SEIS CUERDAS SETENTA Y OCHO CENTIMOS con un valor de OCHO MIL SEISCIENTOS SETENTA Y OCHO DOLARES (\$8,678.00); "PASTO ABEJAS" de CIENTO OCHO CUERDAS CINCUENTA Y UN CENTIMOS con un valor de TRECE MIL QUINIENTOS SESENTA Y TRES DOLARES SETENTA Y CINCO CENTAVOS (\$13,563.75), y "PASTO PIMIENTOS" de SETENTA Y CUATRO CUERDAS OCHENTA Y SEIS CENTIMOS con un valor de SIETE MIL CUATROCIENTOS OCHENTA Y SEIS DOLARES (\$7,486.00).-----

---Las partes contratantes, en sus respectivos derechos y representaciones, aceptan la presente escritura en la forma redactada, hechas por el Notario las advertencias legales.-----

---Así lo dicen y otorgan, a mi presencia y a la de los testigos, sin tacha legal, de esta veindad y por mí conocidos, don Miguel Martín y don Alberto Jové Torres.-----

---Y leída esta escritura por otorgantes y testigos, se ratificaron los primeros, y firman to

RAUL MATOS

dos, por ante mí, el Notario, que de todo lo -
consignado, DOY FE, como la doy de que en este
otorgamiento se han llenado todos los requisi-
tos de la Ley Notarial y sus enmiendas en vi-
gor.-----

-FIRMADOS: L. H. Alfau.- Jorge M. Vidal.- Con-
chita V. Vidal.- Ada T. Valdivieso.- J.L.P. --
Valdivieso.- Miguel Martínó.- A. Jové.- Ini-
ciales: L.H.A.- J.M.V.- C.V.V.- A.T.V.- J.L.-
P.V.- Signado, rubricado, sellado y firmado:--
Raúl Matos.- Existen adheridos y debidamente -
cancelados los correspondientes sellos de ren-
tas internas y el sello de veinticinco centa-
vos, Impuesto Notarial del Colegio de Abogados
de Puerto Rico.-----

---CORRESPONDER BIEN Y FIELMENTE el ante-
rior testimonio con el original de su con-
tenido, obrante en el protocolo corriente
de instrumentos públicos, según el número
al principio indicado, bajo mi custodia y
al que me remito. En fe de ello, y a pe-
tición de don Luis Haim Alfau, expido la--
presente, que signo, rubrico, sello y fir-
mo, en Ponce, Puerto Rico, el mismo día,--
mes y año de su otorgamiento.-----

Raúl Matos



INSCRITA AL FOLIO CUARENTA (40) DEL TOMO SESENTA (60)
DE PEÑUELAS, FINCA NÚMERO DOS MIL DOSCIENTOS DOS (2,202).

Attachment #3

CERTIFICADO DE ENMIENDA DEL CERTIFICADO DE
INCORPORACION DE

SERVICIOS CARBAREON, INC.

SERVICIOS CARBAREON, INC., una corporación organizada y que existe bajo las Leyes del Estado Libre Asociado de Puerto Rico, por la presente CERTIFICA:

PRIMERO:- Que en una reunión de la Junta de Directores de dicha corporación SERVICIOS CARBAREON, INC., debidamente convocada y celebrada, se aprobó una resolución consignando la conveniencia de enmendar el Certificado de Incorporación de dicha corporación y convocar a junta a los accionistas de dicha corporación para considerar dicha enmienda. La resolución disponiendo dicha enmienda es la siguiente:

"RESUELVA, que el Certificado de Incorporación de esta corporación quede enmendado en su Artículo --PRIMERO-----para que lea:

---"El nombre de la Corporación será:

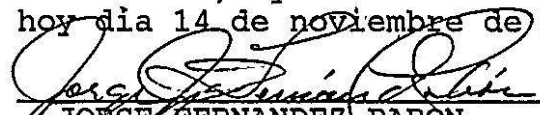
PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)".

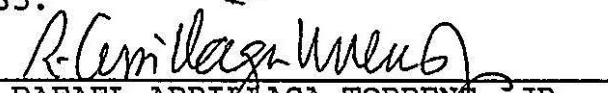
SEGUNDO:- Que dicha enmienda ha sido consentida y autorizada por los tenedores de todas las acciones con derecho a voto, emitidas y en circulación, mediante consentimiento dado por escrito con arreglo al Artículo 715 de la Ley General de Corporaciones para el Estado Libre Asociado de Puerto Rico y archivado con la corporación el 14 de noviembre de 1985.

TERCERO:- Que la anterior enmienda fue debidamente adoptada de acuerdo con las disposiciones aplicables de los Artículos 802 y 715 de la Ley General de Corporaciones para el Estado Libre Asociado de Puerto Rico.

CUARTO:- El capital de la corporación no habrá de disminuir en razón de esta enmienda o con arreglo a ella.

EN TESTIMONIO DE LO CUAL, la dicha Corporación SERVICIOS CARBAREON, INC., ha hecho estampar su sello corporativo y que este certificado sea firmado por Jorge Fernández Pabón, como Presidente, y Rafael Arrillaga-Torrens, Jr., como Secretario, hoy día 14 de noviembre de 1985.


JORGE FERNANDEZ PABON
Presidente

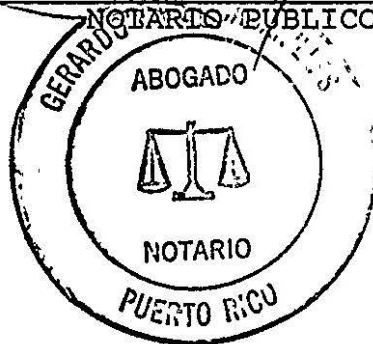

RAFAEL ARRILLAGA-TORRENS, JR.
Secretario

ESTADO LIBRE ASOCIADO DE PUERTO RICO)
MUNICIPIO DE SAN JUAN)

SEPASE que en este día 14 de noviembre , A.D., 1985, ante mí, un Notario Público en y para el Estado Libre Asociado de Puerto Rico, personalmente compareció el antes mencionado JORGE FERNANDEZ PABO, Presidente de SERVICIOS CARBAREON, INC., una corporación organizada bajo las Leyes de Puerto Rico, descrita en, y otorgando el Certificado que precede, a quien DOY FE de conocer personalmente como tal, y el mismo JORGE FERNANDEZ PABON, en su carácter de Presidente, debidamente otorgó dicho Certificado ante mí y reconoció dicho Certificado como un acto de su voluntad y un acto de la voluntad de la susodicha corporación; que las firmas de dicho Presidente y Secretario de la Corporación que aparecen en dicho Certificado son del puño y letra de tal Presidente y Secretario de dicha Corporación, respectivamente, y que el sello estampado en el Certificado es el sello de la Corporación.

EN TESTIMONIO DE LO CUAL, firmo la presente y estampo en ella mi sello oficial en el día y año arriba indicado.

Affidavit Número: 528



Attachment #4

Con Fines de Lucro ☒

CORPORACIONES

Doméstica ☒

Sin Fines de Lucro ☐

Extranjera ☐

NOMBRE

Resources Management, Inc.

Núm. de Registro 54,330

Documento : Certificado de Incorporación

Otro : Aut. of merger between

Derechos por Enmiendas y/o Registro : Protección Técnica

Ecología Corp. (33,246) and Resources

Archivo y Registro del Certificado de Incorporación

(Proteco) Management, Inc. (54,330) submitting the

Certificado de Registro

Certificado de Enmienda

Certificado de Cambio de Agente Residente y Ubicación de
Oficina Principal

Copia Certificada

Otros Documentos a prepararse

Aumento o Rebaja del Capital Autorizado

Ferraioli Aytmayer & Hertz
Banco Popular Center
Suite 1420, Hato Rey, P.R. 00918

Nombres Similares :

Comentarios :

Permitido
copy 72

Fecha Radicado

DIA	MES	AÑO
<u>26</u>	<u>4</u>	<u>89</u>
HORA	<u>12:00 PM.</u>	

SC 848

RECIBO DE PAGO

NUM. E0176715

COLECTUIA		FECHA DE PAGO			NUM. DEP.	CIFRA INGRESO	TIPO DE COBRO/PAGO		NUMERO DE CUENTA	FECHA DE RECIBO			
COBRO	IMP.	MES	DIA	AÑO				DEP. ESP.	PAGO TOTAL		MES	DIA	AÑO
88		4	26	89	932	512		COBRO ESP.	PAGO PARCIAL		4	26	89
NUMERO DE PROPIEDAD		LOCALIZACION DE PROPIEDAD / CONCEPTO CONTRIBUTIVO								NUM. CHEQUE			
		Cyp											
CONTRIBUCION ADEUDADA		BAL. PENDIENTE DEL PRINCIPAL		FORMA DE PAGO		FECHA CHEQUE							
1er. SEMESTRE		2do. SEMESTRE		1er. SEMESTRE		2do. SEMESTRE		VENT. EFACT.		MES DIA AÑO			
								CORREO CHEQUE					
MUN.	NUM. BOLETO	NUM. TABLILLA		NUM. LICENCIA		NUM. MARBETE		NUM. FACTURA		OTROS			
RECIBI DE						PARA APLICAR A							
Resource Management													
AÑO	SEM	NUM. RECIBO	CONTRIBUCION	DESCUENTO	INTERESES	RECARGOS	MUL./PENAL.	TOTAL PAGADO					
CANTIDAD EN LETRAS								/100		\$ 20.00			
Veinte													

NOMBRE Y DIRECCION

DEPARTAMENTO DE HACIENDA
NEGOCIADO DE RECAUDACIONES

COLECTOR O SU REPRESENTANTE AUTORIZADO

1ra COPIA-DOCUMENTO PARA TRAMITE

DISCONTINUED

May 18, 1989

Ferraivali Aytmaye3 & Hertell
Attorneys at Law
Banco Popular Center
Suite 1420
Hato Rey, Puerto Rico 00918

Sirs:

This is to inform you that on April 26, 1989 at 12:00 M., there was filed and recorded in this Department a Certificate of Merger between "PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", and "RESOURCES MANAGEMENT, INC.", both corporations organized under the laws of Puerto Rico, surviving "RESOURCES MANAGEMENT, INC.", file number 54,330.

"PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", file number 33,246, a domestic corporation has been noted as dissolved in our records.

Cordially yours,

Ricardo Fco. Román Cruz
Director Corporat. División

RFRC/ac
E0176715 -- \$20.00

18 de mayo de 1989

Honorable
Secretario de Hacienda
San Juan, Puerto Rico

Estimado señor Secretario:

Tengo a bien informarle que el día 26 de abril de 1989 a las 12:00 M., fue radicado y archivado en este Departamento un Certificado de Fusión entre "PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", y "RESOURCES MANAGEMENT, INC", ambas corporaciones con fines de lucro organizadas bajo las leyes de Puerto Rico, subsistiendo "RESOURCES MANAGEMENT, INC.", registro número 54,330.

"PROTECCION TECNICA ECOLOGICA CORP. (PROTECO)", registro número 33,246, fue debidamente disuelta en nuestros records.

Cordialmente,

Ricardo Fco. Román Cruz
Director
División de Corporaciones

RFRC/ac

JOINT AGREEMENT OF MERGER

Joint Agreement of Merger, dated June 29th, 1988, by and between Resources Management, Inc. ("Resources Management") and Protección Técnica Ecológica Corp. ("PROTECO"), corporations organized according to the laws of the Commonwealth of Puerto Rico, and between its Directors and shareholders, all represented herein by their duly designated representative and President Dr. Jorge J. Fernández Pabón, of legal age, single and resident of Santurce, Puerto Rico.

WHEREAS, Resources Management and PROTECO are both Puerto Rico corporations owned by the same stockholders organized for the establishment and operation of a chemical industrial waste disposal site and related facilities.

WHEREAS, these stockholders believe it to be in their own best interest, in the best interests of Resources Management and PROTECO, and in the public interest that PROTECO be merged into Resources Management, upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises set forth and other good and valuable considerations, the parties agree that PROTECO shall be merged into Resources Management upon the Effective Date, as defined in Article XII, herein ("Effective Date") upon the other terms and conditions set forth, and other applicable laws. The mode of carrying such merger into effect shall be as provided herein.


ARTICLE I

NAME AND CORPORATE EXISTENCE OF SURVIVING CORPORATION

The corporation which is to survive upon the merger is Resources Management. Such surviving corporation is sometimes referred to as the Survivor. The Survivor shall continue to be a corporation of the Commonwealth of Puerto Rico and shall have perpetual existence. The separate corporate existence of PROTECO shall cease upon the Effective Date.

ARTICLE II

TRANSFER OF ASSETS AND ASSUMPTION OF LIABILITIES




Upon the Effective Date, the rights, privileges, powers, immunities and franchises, as well of a public as of a private nature, of Resources Management and PROTECO, including without limitation the right to exercise the power of eminent domain to the extent permitted by law, and all the property, real, personal and mixed, and all debts due to either of the corporations on whatever account, as well as all stock, subscriptions, and all other things in action belonging to either of the corporations, shall by operation of law be taken, and deemed to be transferred to, and vested in, or to remain vested in, and possessed by, the Survivor; and all property, rights, privileges, powers, immunities and franchises (except as stated), and all and every other interest, shall be thereafter as effectually the property of the Survivor, as they were formerly of Resources Management and PROTECO, or either of them; and the title to any real estate, or interest therein, acquired by deed or otherwise, vested in Resources Management and PROTECO, shall not revert or be deemed to revert, or be in any way impaired, by this Agreement or the merger provided for. Provided, that all rights of creditors, and all liens upon any property, of Resources Management or PROTECO existing immediately before the Effective Date shall be preserved unimpaired; and all debts, liabilities, duties and obligations of Resources Management and PROTECO, respectively, shall thenceforth attach or continue to attach to the Survivor, and may be enforced against it, to the same extent as if those debts, liabilities, duties and obligations had been incurred or contracted by it; and, without limitation of the generality of the foregoing, the Survivor shall and hereby does expressly assume, effective upon the Effective Date, all contracts, mortgages, deeds of trust, indentures, equipment trust agreements, leases of equipment, conditional sale agreements, guaranties, guaranty agreements and made or assumed by PROTECO and all of its predecessors[^] and described or referred to in Appendix A annexed and made a part of

If, prior to the Effective Date, any person above named next to whose name appears the designation ("D"), or any person chosen in his place as provided in this sentence, shall be unable or unwilling to serve as a Director of the Survivor or, having been a Director of Resources Management, shall have ceased to be such Director, his place shall be filled by the person chosen by the Board of Directors of Resources Management.

ARTICLE IV

OFFICERS



The board of Directors of the Survivor may appoint a Chairman of the Board, a President, and any one or more persons to an office or offices of Vice Chairman of the Board, and such other persons to such other offices as the Board from time to time may determine, each of whom shall have such powers and duties as may from time to time be prescribed by the Board, be entitled to receive for discharging such duties such compensation, including pensions, as may from time to time be fixed by the Board, and hold such office for such period as the Board may from time to time determine.

Since the Chairman of the Board and the President of PROTECO is the same as the Chairman of the Board and President of Resources Management, the Chairman of the Board and the President of PROTECO immediately preceding the Effective Date shall be and become the Chairman of the Board and the President of the Survivor to hold such office or offices and serve until the first meeting of the Board of Directors of the Survivor at which time said office or offices shall become vacant.

The remaining officers of PROTECO and Resources Management immediately prior to the Effective Date shall be corresponding officers of the Survivor pending integration of management by the Board of Directors of Survivor, with such changes in titles and duties as such Board of Directors or other officers superior in rank shall determine.

ARTICLE V

INCREASE IN CAPITAL STOCK OF SURVIVOR AND MANNER OF CONVERTING STOCK OF RESOURCES MANAGEMENT INTO STOCK OF SURVIVOR

1. The shares of PROTECO shall be converted to shares of Resources Management on a one-to-one basis.

this agreement and all supplements and amendments thereto ("these instruments") only to extent PROTECO was bound in respect thereof immediately before the Effective Date; the foregoing express assumption including, as a part and condition of the merger but only to the extent stated, assumption of the due and puntual payment, and other indebtedness of PROTECO evidenced thereby, and also the due and puntual performance and observance of all the covenants, obligations, conditions and provisions of the instrument to be performed or observed by PROTECO, the Survivor hereby agreeing, effective upon the Effective Date, to assume, as a general obligation, and to perform, observe and be bound by each and all of the covenants, obligations, conditions, duties and provisions of, or provided to be performed or observed by, PROTECO; and it is understood and agreed that the vesting by the merger of PROTECO's right, title and interest under the instruments in the Survivor is subject in all respects to the respective provisions of those instruments.

ARTICLE III


DIRECTORS

The Board of Directors of the surviving corporation shall consist of such number of Directors as from time to time may be determined by resolution of the Board. Citizenship or residence in Puerto Rico shall not be a qualification of Directors or officers, nor shall any particular number or proportion of Directors or officers be required to be citizens or residents of Puerto Rico.

Upon the Effective Date, the Board of Directors of the Survivor shall consist of three (3) Directors. The names and places of residence of the Directors, who shall hold office until the Annual Election of Directors of the Survivor in the years indicated below and until their successors are duly chosen, are as follows: Jorge Fernández Pabón, Liza V. Fernández Rosselli and Karen P. Fernández Rosselli.

2. The total authorized capital stock of the Survivor not otherwise issued or authorized to be issued, may be issued, disposed of or sold at a price not less than par, at such time or times and in such manner and upon such terms as the Directors of the Survivor may from time to time by resolution prescribe, subject to any regulatory approval as may be required at the time of issuance.

ARTICLE VI



Since Resources Management and PROTECO are owned by identically the same stockholders, these stockholders have agreed that the special meetings which merging corporations normally hold to approve such merger are not necessary under these circumstances. The merger is herein considered approved by the stockholders of Resources Management and PROTECO without any further formalities. See Exhibit I.

ARTICLE VII

OFFICES OF SURVIVOR

The surviving corporation shall only be required to maintain an office in Puerto Rico.

ARTICLE VIII

ACCOUNTING


As of the Effective Date, the accounting entries of PROTECO with respect to assets, liabilities, capital, surplus and any and all other items will be taken up upon the books of the Survivor at the same amounts at which they were carried on the books of PROTECO.

ARTICLE IX

MISCELLANEOUS PROVISIONS

1. The Board of Directors of the Survivor is authorized and empowered to provide such reasonable compensation to the Directors of the Survivor for their services as Directors as the Board may from time to time determine.

2. Each of the directors and officers and former directors and officers of the Survivor, and any person who may have served at its request as a director or officer of a subsidiary or of



another corporation in which at the time of such request it owned shares, directly or indirectly, of capital stock or of which it was then a creditor, and his heirs, executors, and administrators, shall be indemnified by the Survivor against expenses actually and necessarily incurred by them in connection with the defense of any action, suit or proceeding in which they, or any of them, are made parties, or a party, by reason of the fact that he, his testator or intestate is or was an officer or director of the Survivor or of such other corporation, except in relation to matters as to which any such director or officer or former director or officer shall be finally adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty as such director or officer. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any agreement, vote of stockholders or otherwise.

3. Any and all right, title, interest and claim in or to any dividends declared by the Survivor, whether in cash, stock or otherwise, which are unclaimed by the stockholders entitled to them for a period of three (3) years after the day before the payment date shall be deemed to be extinguished, and such unclaimed dividends in the possession of the Survivor, its transfer agents or other agents, or depositories, shall at such time become the absolute property of the Survivor, free and clear of any and all claims of any persons whatsoever.

4. The Bylaws of Resources Management in effect on the effective shall also constitute the Bylaws of the surviving corporation on the Effective Date; provided that the Bylaws may be altered or amended by the Board of Directors of the Survivor at its first meeting after the Effective Date, notwithstanding any provision to the contrary in the Bylaws, and may be altered or amended thereafter by the board of Directors in accordance with the Bylaws of the Survivor.

5. The Board of Directors of the Survivor shall have full and continuing authority to take such action with regard to the payment of pensions and allowances to officers and employees and

their survivors and beneficiaries as it deems to be in the best interest of the Survivor.

ARTICLE X

SPECIAL AGREEMENTS OF THE PARTIES

From the date of this Agreement until the Effective Date or until this Agreement is terminated or abandoned in accordance with Article VI or Article XI hereof, neither PROTECO and Resources Management will, without the consent of the Board of Directors of the other:

(a) Make, declare or pay or agree to make, declare or pay, any distributions or payments of any kind in respect of its capital stock, including without limitation payments upon the purchase, redemption or other acquisition of any shares of its capital stock, except that:

(1) dividends (payable other than in stock of the corporation declaring the dividend) may from time to time be declared and paid in any calendar year in an aggregate amount.

(b) Issue, reclassify or alter any shares of its outstanding or unissued capital stock.

(c) Grant options or other rights of any kind to purchase, or agree to issue, any shares of its capital stock;

(d) Incur any debt which would increase their aggregate outstanding debt;

(e) Dispose of any property or asset of a substantial value or amount by sale, lease, mortgage, gift or otherwise other than to a wholly-owned subsidiary, except for a fair consideration received or receivable in cash or property in exchange therefor. PROTECO and Resources Management may distribute property in the form of dividends to their respective stockholders to the extent permitted by paragraph (a) of this Article X.

ARTICLE XI

TERMINATION AND ABANDONMENT OF THIS AGREEMENT

At any time prior to the Effective Date, and whether before or after action of the stockholders in respect of this Agreement

as provided in Article VI, this Agreement may be abandoned and terminated:

(a) by the adoption by the Boards of Directors of PROTECO and Resources Management of resolutions providing for the abandonment or termination of this Agreement; or

(b) at the option of PROTECO or Resources Management, exercised by resolution adopted by its Board of Directors,

(c) at the option of PROTECO and Resources Management, exercised by resolution adopted by its Board of Directors, after a breach by the other of any of its covenants or agreements contained in this Agreement has occurred and remained uncured for a period of ninety (90) days after written notice of such breach has been given by PROTECO and Resources Management, as the case may be, to the other.

In the event of the adoption of a resolution as stated above by the Board of Directors of either PROTECO or Resources Management, notice of such resolution shall be given to the other corporation.

ARTICLE XII

EFFECTIVE DATE

This Agreement and the merger provided for herein having been approved and adopted by the stockholders of PROTECO and Resources Management and this Agreement not having been terminated or abandoned in pursuance of the provisions of Article XI, a duly signed counterpart or a certified copy of this Agreement, duly certified and acknowledged, shall be tendered for filing in the office of the Secretary of State of the Commonwealth of Puerto Rico. The merger provided for in this Agreement shall become effective at this date.

ARTICLE XIII

DESCRIPTIVE HEADINGS

The descriptive headings of the several Articles of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

ARTICLE XIV

ENTIRE AGREEMENT

This document comprises the whole agreement reached by and between PROTECO and Resources Management. Any previous agreement shall be considered superseded by this agreement. No future accord or amendment shall become effective unless it is written and signed by both parties.

In San Juan, Puerto Rico, this 29th day of June, 1988.

PROTECCION TECNICA ECOLOGICA CORP

RESOURCES MANAGEMENT, INC.

Juan F. León
By: _____

Juan F. León
By: _____

Agustín Hernández

DIRECTORS

Agustín Hernández

DIRECTORS

Antonio Roselli

DIRECTORS

Antonio Roselli

DIRECTORS



WAIVER TO HOLD STOCKHOLDERS
MEETINGS TO DISCUSS MERGER

We, the undersigned, acknowledge and ratify that we are the sole stockholders of Protección Técnica Ecológica, Inc. ("PROTECO") and Resources Management, Inc. ("Resources Management"); that these corporations were organized according to the laws of the Commonwealth of Puerto Rico; that we unanimously agree to merge PROTECO into Resources Management; and that Resources Management will henceforth be the sole surviving corporation.

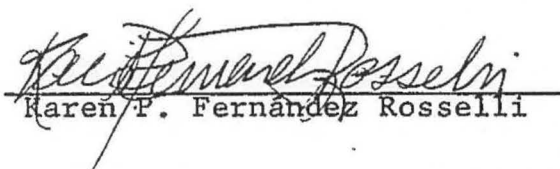
Since we are the sole stockholders of both corporations and are unanimously in agreement that this merger should take place, we, therefore utilize the procedure set forth by Article 715 of the Corporation Law of Puerto Rico, 14 LPRA section 1715, and hereby waive the right to hold any meetings that, according to Article 901(e) of the Corporation Law, 14 LPRA section 1901, should be held to obtain stockholders approval for this corporate merger. These meetings are unnecessary because the stockholders of both corporations unanimously endorse this merger.

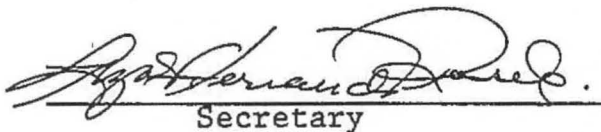
Therefore, by means of this document, all the stockholders of PROTECO and Resources Management confirm that they all agree to the corporate merger between these two corporations and ratify their consent to waive their right to hold any meeting to discuss this merger and vote on this issue. In San Juan, Puerto Rico, this 29th day of June---, 1988.

Resources Management, Inc.

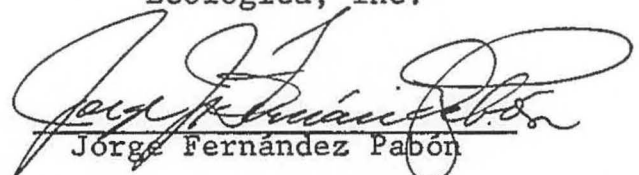

Jorge Fernández Pabón


Liza V. Fernández Rosselli


Karen P. Fernández Rosselli

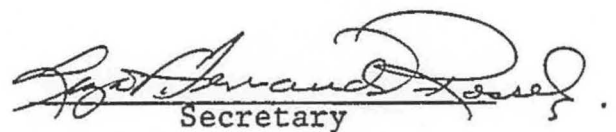

Secretary

Protección Técnica
Ecológica, Inc.


Jorge Fernández Pabón


Liza V. Fernández Rosselli


Karen P. Fernández
Rosselli

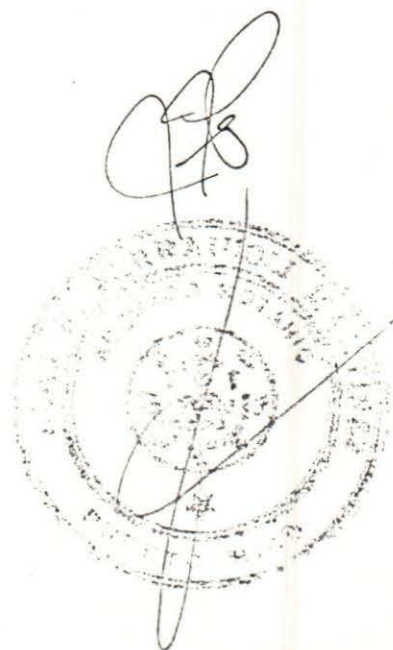

Secretary

Attachment #5

On the same date of its execution I issued a first certified copy on behalf of Protección Técnica Ecologica Corp. I attest

Notary Public

-----DEED NUMBER TEN-----
 -----AMENDMENT TO THE TERMS AND CONDITIONS OF-----
 -----LEASE AGREEMENT-----
 ---In the City of San Juan, Puerto Rico, this fifth
 (5th) day of March, nineteen hundred and eighty six
 (1986).-----
 -----BEFORE ME-----
 -----BLAS R. FERRAIUOLI MARTINEZ-----
 Attorney at Law and Notary Public, in and for the
 Commonwealth of Puerto Rico, with residence in
 Guaynabo, Puerto Rico, and office in the City of
 San Juan, Puerto Rico.-----
 -----APPEARS-----
 ---OF THE FIRST PART: COMPANIA GANADERA DEL SUR,
 INC., a duly registered corporation with offices in
 Barrio Tallaboa in the Municipality of Peñuelas,
 Puerto Rico, represented herein by its duly
 authorized Vice President, MR. LUCAS PEREZ
 VALDIVIESO TORRUELLA, of legal age, married, and
 resident of Ponce, Puerto Rico, and hereinafter
 referred to as GANADERA.-----
 ---OF THE SECOND PART: PROTECCION TECNICA
 ECOLOGICA CORP. (PROTECO), formerly known as
 SERVICIOS CARBAREON, INC., a duly registered
 corporation with offices in Barrio Tallaboa in the
 Municipality of Peñuelas, Puerto Rico, represented
 herein by its duly authorized President, DR. JORGE
 FERNANDEZ PABON, of legal age, single, property
 owner and resident of San Juan, Puerto Rico,
 hereinafter referred to as PROTECO.-----
 ---I, the Notary attest that I personally know the
 appearing parties, and that in my judgment they
 have the legal capacity necessary to execute this
 instrument, and in lieu, thereof the parties



voluntarily:-----

-----AGREE-----

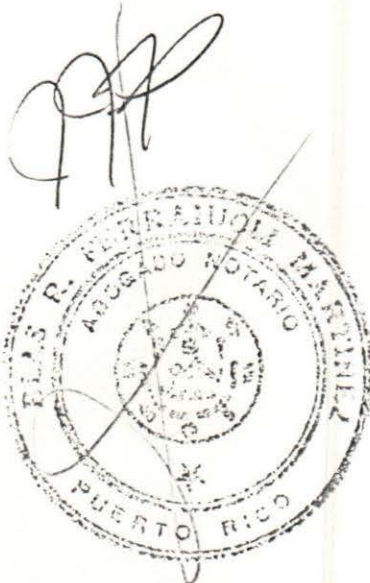
---FIRST: GANADERA is the owner of the following
real property:-----

---"RURAL: Plot of land located in the Tallaboa Saliente Ward of the Municipality of Peñuelas, Puerto Rico, dedicated to the growth of pasture and grass, with a superficial area of THREE HUNDRED FORTY TWO (342) "Cuerdas", equivalent to ONE HUNDRED THIRTY FOUR (134) "Hectáreas", FORTY ONE (41) "Areas", NINETY SIX (96) "Centiáreas" and EIGHTY (80) "Miliáreas"; bounding on the NORTH with Buena Vista road; on the SOUTH, with property owned by Josefa Pirazzi de Méndez; on the EAST with property owned by the Estate of Lucas P. Valdivieso; and on the WEST with property owned previously by Carlos J. Aguayo and Banco Crédito, owned today by the Valdivieso family."-----

---The property is registered at page forty (40) volume sixty (60) of Peñuelas, "finca" number two thousand two hundred and two (2202), first inscription.-----

---TITLE AND ENCUMBRANCES: COMPANIA GANADERA DEL SUR, INC. acquired said property by purchase from Concepción, María Teresa and Jorge Lucas Pérez-Valdivieso, pursuant to deed number thirty six (36), executed on May fifth (5th), nineteen hundred seventy four (1974), before Raúl Matos, Notary Public. The property is encumbered by the liens appearing in the Property Registry.-----

---SECOND: The previously described property is subject to a Lease Agreement executed pursuant to deed number one (1) before notary public Francis Torres Fernández on September seventeenth (17th), nineteen hundred and eighty one (1981), recorded at page fifty (50), volume eighty four (84) of Peñuelas, property number two thousand two hundred two (2,202), pursuant to which GANADERA leased to SERVICIOS CARBAREON, INC., a plot of land of thirty three (33) "Cuerdas" described as "Parcelas A and B", with its boundaries, in the copy of the plan which is attached to the first certified copy of this deed as Exhibit "A".-----



[Handwritten signature]

---THIRD: On December ninth (9th), nineteen hundred and eighty five (1985), SERVICIOS CARBAREON, INC. filed with the Department of State of the Commonwealth of Puerto Rico a Certificate of Amendment to its Certificate of Incorporation so as to change its corporate name to PROTECCION TECNICA ECOLOGICA CORP. (PROTECO). A copy of said Certificate of Amendment is annexed hereto.-----

---FOURTH: On August sixteenth (16th), nineteen hundred eighty three (1983), the appearing parties subscribed a private lease agreement whereby clauses "A" and "S" of the terms and conditions of the Lease Agreement recorded in the Property Registry were amended to read as follows:-----

---A. TERM: Lessee shall have and hold the Premises, with all the appurtenances thereto, and improvements thereon or hereafter constructed, for a term of thirty (30) years.-----

---The term of the Lease shall commence on the first day of July, nineteen hundred eighty three (1983). Such date, shall hereinafter be referred to as the "Commencement Date."-----

If PROTECO wishes to terminate the lease upon expiration of the term, it will notify in writing ninety (90) days prior to the expiration of the term of this contract, to GANADERA of its intention not to renew the same.-----

---S. RENT: From and after the Commencement Date of this Lease, Lessee agrees to pay a monthly rental as follows:-----

---During the period commencing on the Commencement Date and terminating on the later to occur of (i) the expiration of three Lease Years (as hereinafter defined) and (ii) the date Lessee secures all Federal state and local zoning, environmental and



use, permissions and permits necessary to permit the disposal of hazardous waste, in accordance with Lessee's plans, in the area selected by Lessee pursuant to subparagraph 2(ii) of the private contract signed by the appearing parties-----

---FIVE THOUSAND DOLLARS (\$5,000.00).-----

---The remainder of the term hereof--five percent (5%) of the gross revenues received by Lessee for Lessee's waste storage, treatment, processing and disposal operations conducted at the Premises, after the twentieth (20th) year a seven percent (7%) shall be paid.-----

---For purposes of the foregoing provisions the term "Lease Year" shall mean each consecutive twelve (12) month period commencing with the Commencement Date.-----

---No deductions shall be made from gross revenues for any purpose including any franchise, income, or gross receipts taxes or for any other tax based upon income of Lessee.-----

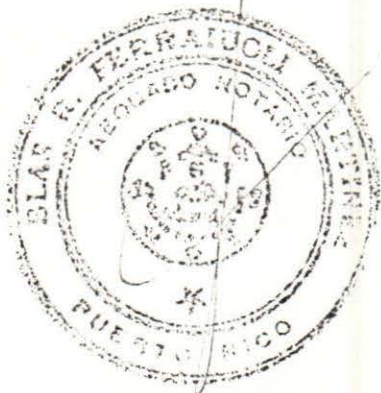
---All rental payments shall be due on the last day of the month following the month in which the gross revenues are invoiced as aforesaid.-----

---Lessee will pay minimum rental of Sixty Thousand Dollars (\$60,000.00) for each Lease Year, regardless of Lessee's gross revenues.-----

---Lessee shall keep, or cause to be kept, full, complete and proper books, records and accounts of the gross revenues received or collected for Lessee's operations at the premises as aforesaid. Said books, records and accounts, shall be open to inspection of Lessor, Lessor's auditor or other authorized representative or agent upon reasonable advance notice during the sixty (60) day period following the expiration of each lease year. If

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any such Annual Audit by Lessor discloses that the gross revenues, as herein defined, received or collected exceed that reported for any particular month during such preceding lease year, Lessee shall forthwith pay the amount due for the excess. If such audit discloses that the gross revenue, as herein defined, for any particular month was less than reported, and as a result thereof Lessee paid more rent than was due hereunder, Lessor shall promptly refund to Lessee the amount of the excess payment.-----

---The appearing parties hereby request from the Honorable Registrar of the Property to amend deed number one (1), executed on September seventeenth (17th), nineteen hundred and eighty one (1981), before notary public Francis Torres Fernández as herein specified.-----

-----ACCEPTANCE-----

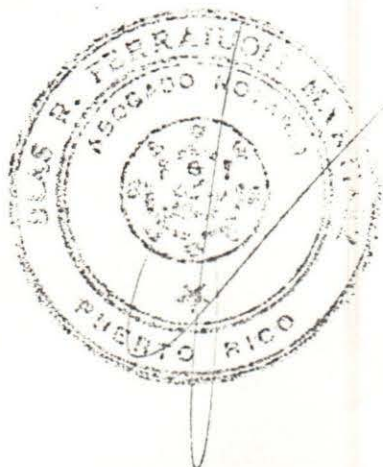
---The parties hereto hereby accept this instrument as drafted.-----

---Such is the deed that the parties hereto hereby execute, which terms shall mutually bind them, to stand for at all times under the legal responsibilities arising therefrom according to law.-----

---I, the Notary, made to them the pertinent legal warnings. The said parties execute this document before me, the Notary, after waiving the right which I told them they have, to require the presence of witnesses for this execution.-----

---I, the Notary, do hereby certify that this document was read by the appearing parties and that all of them signed the same, having the parties also written their initials on the left margin of each page of this document; all and everything

[Handwritten signatures]

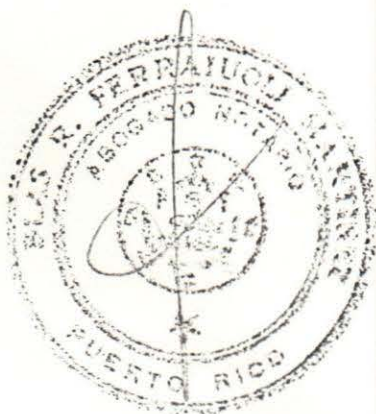


before me, the Notary and in my presence, and about all of which as well as about all other matters contained in this deed, I, the Notary, DO HEREBY ATTEST.-----

---At this stage of the proceedings the appearing parties agree and covenant that in the event it becomes necessary to cancel the recordation in the Property Registry of this deed the expenses incurred in connection with such cancellation shall be borned exclusively by the Lessee. I, the Notary, DO HEREBY ATTEST.-----

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[Handwritten signature: J. P. Velazquez]
[Handwritten signature: Jorge F. Fernandez]



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